

**2007-2008  
Contract Between  
The School Board of Alachua County, Florida  
Head Start Program  
and  
Florida Department of Health  
Alachua County Health Department**

THIS CONTRACT is entered into between The School Board of Alachua County, Florida, hereinafter referred to as the "School Board," and Florida Department of Health/Alachua County Health Department, hereinafter referred to as the "Provider."

- I. The Provider agrees to provide a health screening program including: medical evaluations, coordination and referrals, communication and follow-up with other special service evaluation teams, daily telephone consultation, implementation of a health care system, and care for emergent health needs for the children and employees of the School Board's 2007-2008 Alachua County Head Start program.
- II. Evaluation will include a thorough medical and developmental history; an assessment of immunization status and recent tuberculin testing; age, height, weight, head circumference determination and percentiles for age; dipstick and microscopic urinalysis and urine cultures when indicated; hematocrit determination; sickle cell testing, lead level if at risk; physical examination; referral, treatment, or follow-up of all medical problems.

Screening evaluations will occur on an appointment basis at the Alachua County Health Department clinic, 224 SE 24<sup>th</sup> Street, Gainesville, FL. Subsequent new and follow-up evaluations will be conducted when necessary.

- III. The Provider agrees that it will not release any personally identifiable information concerning any student without specific written authorization from the parent or legal guardian unless otherwise required or permitted by applicable law. HIPAA: If applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- IV. All records and documents created by Provider pursuant to this Contract shall be retained for a period of six years or until completion of a Florida Department of Education program audit, whichever is later.
- V. The School Board will have access to the Provider's records as provided by Florida or Federal law if necessary for the execution of any services in the Contract or any other lawful purpose. Both parties agree to maintain the confidentiality of any student educational or medical records which are created or to which access is provided under this Contract in accordance with applicable law.

- VI. Services will be provided at a cost not to exceed \$ 186.33 per screening. Invoices for services rendered for students' evaluations will be sent monthly with statements of services, invoice number and names and dates of students seen. For children needing lab work only, lab tests will be billed at the Medicaid rate. All employees will complete a tuberculosis questionnaire to determine the need for further tuberculosis testing. If testing is required a fee of \$10.00 per test will be charged to the School Board Head Start program.
- VII. Term. The term of this Contract will begin September 18, 2007, and end July 31, 2008. However, this Contract may be terminated at any time, without cause, by either party upon thirty (30) days written notice to the other party.

If either party fails to fulfill in a timely and proper manner its obligations under this Contract, that party shall be in default of this Contract. In that event, the other party shall give prompt written notice by hand-delivery or certified US Mail to the defaulting party of such non-compliance. The defaulting party shall have a period of fifteen (15) days in which to correct such non-compliance or violation. If the defaulting party is unable or unwilling to cure the default within such period, the other party shall have the right to terminate this Contract immediately, giving notice by hand-delivery or certified US Mail.

- VIII. Independent Contractor. The parties agree that the Provider's relationship to the School Board is that of independent contractor, that the School Board is not the employer of the Provider and that the Provider is not the employee of the School Board.
- IX. Venue. This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Venue for purposes of any action brought to enforce or construe this Contract shall lie in Alachua County, Florida.
- X. Waiver of Breach. The failure on the part of either party to enforce any material provision of this Contract on any single occasion shall not constitute a waiver of a right to enforce any and all material provisions of this Contract.
- XI. In accordance with Section 1012.465, Florida Statutes (2005), contractual personnel, and their officers, agents, and/or employees, who will have direct contact with students, who will be permitted access to school premises while students are present, or will have access to or control of school funds, must first present themselves for fingerprinting at a location designated by the School Board and must undergo Level 2 screening as set forth in Section 1012.32, Florida Statutes. Associated costs shall be borne by the Head Start, School Readiness program, which shall make arrangements for fingerprinting of necessary personnel. No contractual personnel who have been convicted of a crime involving moral turpitude, as determined by the District, shall be allowed to have direct access to students, be permitted access to school premises while students are present, or be allowed access to or control over school funds. Contractor's breach of this provision shall constitute a material breach of this contract.



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**Subject:** HEAD START AGREEMENT

**From:** Lucille\_Anken@doh.state.fl.us

**Date:** Mon, August 6, 2007 2:41 pm

**To:** kitchedj@sbac.edu

**Priority:** High

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Hi Debbie,  
Proposed Head Start agreement has been reviewed by DOH Legal and approved. Please note that I've filled in the fee per screening. Medicaid will reimburse ACHD \$186.33 per visit. Please include this fee in document and return to me to obtain Mr. Thomas R. Belcuore's signature, as soon as possible.

Thanks  
Lucy Anken

Human Services Program Manager  
Alachua Co Health Department  
224 SE 24th Street  
Gainesville FL 32641

Phone-352-334-7909  
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